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Attorneys for Third-Party Defendant
Century Insurance Company, Ltd.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

JIANG LI RONG,
Plaintiff,

vs.

HONG KONG ENTERTAINMENT
(OVERSEAS) INVESTMENTS LTD;
NEW ECHO ENTERTAINMENT, INC.;
ALFRED YUE, ZHANG JIAN HUA,
ZHANG DE MING, ZHANG JIAN
GANG, LI LI, LI FENG and Does 1-10,
Defendant.

HONG KONG ENTERTAINMENT
(OVERSEAS) INVESTMENTS, LTD.,

Third-Party Plaintiff,

vs.

CENTURY INSURANCE
COMPANY, INC.,

Third-Party Defendant.

CIVIL ACTION NO. 05-0048

ANSWER OF THIRD PARTY
DEFENDANT CENTURY INSURANCE
COMPANY, LTD. TO AMENDED THIRD
PARTY COMPLAINT BY DEFENDANT
HKE

Comes now the Third Party Defendant Century Insurance Co., Ltd. and for its answer to
the Amended Third Party Complaint of Hong Kong Entertainment (Overseas) Investments, Ltd.

states and avers as follows:

1. Century Insurance Company, Ltd. ("Century") denies each and every, all and singular the allegations contained in the Amended Third Party Complaint filed by Hong Kong Entertainment (Overseas) Investments, Ltd. ("HKE") except as same are specifically admitted herein.

2. Paragraph 1 of the Amended Third Party Complaint is admitted.

3. Upon information and belief, Paragraph 2 of the Amended Third Party Complaint is admitted.

4. Paragraph 3 of the Amended Third Party Complaint is admitted.

First Claim For Relief

5. In answer to Paragraph 4 of the Amended Third Party Complaint, Century re-alleges and incorporates herein its answer to Paragraphs 1-3 hereinabove stated.

6. In answer to Paragraph 5 of the Amended Third Party Complaint, Century admits that HKE has maintained policies of insurance with Century, however HKE in the use of the term "at all time relevant" does not specify the time period in question, therefore Century is without sufficient information to form a belief as the truth of the allegations of said Paragraph 5 and therefore denies same.

7. Paragraph 6 of the Amended Third Party Complaint is denied.

8. Paragraph 7 of the Amended Third Party Complaint is denied.

9. Paragraph 8 of the Amended Third Party Complaint is denied.

10. In answer to Paragraph 9 of the Third Party Complaint, as Century has no duty to defend or duty to indemnify, it is denied that Century refuses to recognize its duty to defend or indemnify HKE. To the extent that Paragraph 9 of the Amended Third Party Complaint attempts to allege Century has a duty to defend or indemnify HKE, same is denied.

11. Paragraph 10 of the Amended Third Party Complaint is admitted.

12. In answer to Paragraph 11 of the Amended Third Party Complaint, Century re-alleges and incorporates herein its answers to Paragraphs 1-10 hereinabove stated.

13. Century is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 12 of the Amended Third Party Complaint and therefore denies same.

14. Paragraph 13 of the Amended Third Party Complaint is denied.

15. Paragraph 14 of the Amended Third Party Complaint is denied.

16. Paragraph 15 of the Amended Third Party Complaint is denied.

17. In answer to Paragraph 16 of the Amended Third Party Complaint, Century re-alleges and incorporates herein its answers to Paragraphs 1-15 hereinabove stated.

18. Paragraph 17 of the Amended Third Party Complaint is denied.

19. Paragraph 18 of the Amended Third Party Complaint is denied.

20. Paragraph 19 of the Amended Third Party Complaint is denied.

21. Paragraph 20 of the Amended Third Party Complaint is denied.

22. In answer to Paragraph 21 of the Amended Third Party Complaint, Century re-alleges and incorporates herein its answers to Paragraphs 1-20 hereinabove stated.

23. Paragraph 22 of the Amended Third Party Complaint is denied.

24. Paragraph 23 of the Amended Third Party Complaint is denied.

25. Paragraph 24 of the Amended Third Party Complaint is denied.

Further Answer of Century Insurance Company, Ltd.

Comes now Century Insurance Company, Ltd. and for its further answers to the Amended Third Party Complaint filed herein by HKE states and avers as follows:

1. The Amended Third Party Complaint fails to state a claim upon which relief can be granted.

2. Century denies that it has any duty to defend HKE for any claim alleged in Plaintiff's First Amended Verified Complaint.

3. Century denies that it has any duty to indemnify HKE for claim alleged in Plaintiffs' First Amended Verified Complaint.

4. To the extent that same may be revealed through discovery as applicable, Century alleges the applicability of the affirmative defenses of estoppel, illegality, waiver, unclean hands, failure to comply with policy terms, and exclusion of coverage from a policy of liability insurance.

1 5. To the extent that it may be determined the acts of HKE as alleged in Plaintiff's First
2 Amended Verified Complaint are willful, pursuant to the provisions of 4 CMC §7505(b) Century
3 is not liable for a loss caused by the willful act(s) of HKE.

4 6. Century reserves the right to amend its answer filed herein to allege such additional and
5 further affirmative defenses as may be shown through discovery to be applicable.

6 WHEREFORE, Third Party Defendant Century Insurance Company, Ltd. prays that HKE
7 take naught by its Amended Third Party Complaint filed herein. That the costs of this action ,
8 including attorney fees, be assessed to HKE and for such other and further relief as the Court
9 deems just and equitable in the premises.

10 CARLSMITH BALL LLP

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12 DATED: Saipan, MP, September 13, 2007

/s/ John D. Osborn

JOHN D. OSBORN

Attorneys for Third-Party Defendant
Century Insurance Company, Ltd.